Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

# Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Individual Universal Life SERFF Tr Num: MUTM-125780073 State: ArkansasLH

Insurance - C503LNA08R

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40053

Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: GIL BURKET State Status: Approved-Closed

Filing Type: Form Co Status: Filed Reviewer(s): Linda Bird

Authors: Kim Meyerring, Mary

Gregg, Gilbert Burket, Ellen

Cochrane, Amy Peitz

Date Submitted: 08/25/2008 Disposition Status: Approved

Disposition Date: 08/29/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Individual Universal Life Insurance Status of Filing in Domicile: Pending

Project Number: C503LNA08R

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 08/29/2008
State Status Changed: 08/29/2008
Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: United of Omaha Life Insurance Company

NAIC #. 261-69868 FEIN 47-0322111 Individual Universal Life Insurance

Form Number: C503LNA08R Accelerated Death Benefit for Terminal and Chronic Illness Rider

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

Form Number: C504LNA08R Guaranteed Insurability Rider

Form Number: C507LNA08R Optional Paid-Up Life Insurance Rider (LapseGuard)
Form Number: C521LNA08R Dependent Children's Level Term Insurance Rider

Actuarial Memorandum

On behalf of United of Omaha Life Insurance Company, I am submitting the captioned forms and actuarial memorandum in final printed format for review and approval. All forms are new and are not intended to replace any previously approved forms. The attached forms are being filed for general use and are intended to be used with current and future generations of Universal Life policies.

These forms are being filed to be used in conjunction with application form C497LNA08A which was approved by your department on July 10, 2008.

Accelerated Death Benefit for Terminal and Chronic Illness Rider, form C503LNA08R, has no premium charge and can only be added at the time of issue. If exercised, this rider pays a lump sum benefit once the insured has been diagnosed with a terminal or chronic illness. Only one Accelerated Death Benefit payment is payable for terminal illness, while multiple payments (one per calendar year) are allowed for chronic illness. When an insured submits an accelerated death benefit request, our company will calculate an actuarial discount that will be applied to the amount of the benefit that the insured has asked to accelerate. After applying this discount, we will communicate to the insured the amount payable for the accelerated benefit. If the insured accepts the accelerated benefit offer, the cash value of the policy and policy loans, if any, will be reduced by the same proportion that the accelerated death benefit was reduced by. There is a \$100 charge for each acceleration under this rider.

Guaranteed Insurability Rider, form C504LNA08R, is an optional cost rider that will be available with fully underwritten policies. Persons age 18-45 are eligible to purchase this rider at the time of application. This rider will remain in effect until the anniversary date following the insured's 50th birthday. Rider C504LNA08R provides the policy owner the option to increase the specified amount of the policy. This option begins on the 3rd policy anniversary and continues every 3 years until the rider expires. An insured may also increase the specified amount if he/she experiences a life event listed in the rider. There are no restrictions on usage during the life of the rider, except that the maximum amount the policy can increase to is 200% of the original specified amount or \$1,000,000 (whichever is less). Only one specified amount increase per year is allowed.

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

The Dependent Children's Level Term Insurance Rider, form C521LNA08R, is an optional cost rider which provides term insurance until each covered child's 23rd birthday or to the policy anniversary following the insured's 65th birthday, whichever is earlier. Upon the death of the insured covered under the base policy, the term coverage on each child becomes paid up to age 23. This rider is available only at the time of application. This form is intended to replace form 2069L-0189 approved by your department June 24, 1988.

Optional Paid-Up Life Insurance Rider, form C507LNA08R, is an optional cost rider which provides the option of converting the policy to paid-up life insurance under specified conditions. The paid-up life insurance keeps some coverage in force for policyholders who have withdrawn or borrowed policy values to the maximum extent and are in danger of lapsing the policy. The rider will be attached to all new issues of applicable policy forms, for applicants age 75 and younger. There is no charge to receive the rider. A charge, described in the rider, will be assessed only if and when the rider option is exercised.

These forms will be made available in the general insurance market on business sold by independent brokers and our career agents.

The Flesch score of these forms meets or exceeds your state's requirement.

Enclosed are the required filing materials. Please feel free to contact me if you should have any questions and/or concerns. Collect calls will be accepted. Thank you for your time and consideration of this submission.

Sincerely,

Gilbert Burket

Product and Advertising Compliance Analyst

Regulatory Affairs

Phone: 402-351-3707

Fax: 402-351-5298

E-mail: Gilbert.Burket@mutualofomaha.com

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

# **Company and Contact**

## **Filing Contact Information**

Jake Curtiss, Product & Advertising Compliancejake.curtiss@mutualofomaha.com

Analyst

Regulatory Affairs (402) 351-5964 [Phone] Omaha, NE 68175 (402) 351-5298[FAX]

**Filing Company Information** 

United of Omaha Life Insurance Company CoCode: 69868 State of Domicile: Nebraska Mutual of Omaha Plaza Group Code: 261 Company Type: Life Insurance

Omaha, NE 68175 Group Name: State ID Number:

(402) 351-6420 ext. [Phone] FEIN Number: 47-0322111

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$80.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

United of Omaha Life Insurance Company \$80.00 08/25/2008 22110297

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

# **Correspondence Summary**

# **Dispositions**

Status Created By Created On Date Submitted

Approved Linda Bird 08/29/2008 08/29/2008

**Objection Letters and Response Letters** 

Objection Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Linda Bird 08/27/2008 08/27/2008 Mary Gregg 08/28/2008 08/28/2008

Industry Response

Company Tracking Number: GIL BURKET

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

# **Disposition**

Disposition Date: 08/29/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandums		No
Supporting Document	Fee Schedule Certification		Yes
Supporting Document	Accelerated Death Benefit for Terminal and Chronic Illness Rider Disclosure		Yes
Form	ACCELERATED DEATH BENEFIT FOR TERMINAL AND CHRONIC ILLNESS RIDER		Yes
Form	GUARANTEED INSURABILITY RIDER		Yes
Form	OPTIONAL PAID-UP LIFE INSURANCE RIDER		Yes
Form	DEPENDENT CHILDREN'S LEVEL TERM INSURANCE RIDER		Yes

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 08/27/2008 Submitted Date 08/27/2008

Respond By Date Dear Jake Curtiss,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- ACCELERATED DEATH BENEFIT FOR TERMINAL AND CHRONIC ILLNESS RIDER (Form)

Comment: The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 08/28/2008 Submitted Date 08/28/2008

Dear Linda Bird,

#### **Comments:**

#### Response 1

Comments: RE: United of Omaha Life Insurance Company

NAIC #. 261-69868 FEIN 47-0322111 Individual Universal Life Insurance

Form Number: C503LNA08R Accelerated Death Benefit for Terminal and Chronic Illness Rider

Form Number: C504LNA08R Guaranteed Insurability Rider

Form Number: C507LNA08R Optional Paid-Up Life Insurance Rider (LapseGuard) Form Number: C521LNA08R Dependent Children's Level Term Insurance Rider

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

**Actuarial Memorandum** 

Dear Ms. Bird:

Thank you for your review of the above referenced filing. You noted the following in your response received through via SERFF on August 27, 2008:

#### Objection 1

• Form C503LNA08R, Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider, ACCELERATED DEATH BENEFIT FOR TERMINAL AND CHRONIC ILLNESS RIDER (Form)

Comment: The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please see attached Form L7825 Accelerated Death Benefit for Terminal and Chronic Illness Rider Disclosure. This disclosure will be provided to applicants for the above mentioned rider.

Please feel free to contact me if you should have any questions or concerns. Thank you for your time and consideration of this submission.

Sincerely,

Gilbert Burket

Product and Advertising Compliance Analyst

Regulatory Affairs

Phone: 402-351-3707 Fax: 402-351-5298

E-mail: Gilbert.Burket@mutualofomaha.com

#### **Related Objection 1**

Applies To:

- ACCELERATED DEATH BENEFIT FOR TERMINAL AND CHRONIC ILLNESS RIDER (Form)

#### Comment:

The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

### **Changed Items:**

**Supporting Document Schedule Item Changes** 

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

Satisfied -Name: Accelerated Death Benefit for Terminal and Chronic Illness Rider Disclosure Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Amy Peitz, Ellen Cochrane, Gilbert Burket, Kim Meyerring, Mary Gregg

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

## Form Schedule

Lead Form Number: C503LNA08R

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form C503LNA0 8R	ract/Frateri al Certificate:	t ACCELERATED DEATH BENEFIT FOR TERMINAL AND CHRONIC ILLNESS RIDER	Initial		50	Rider - C503LNA08R (ABR).pdf
	Form C504LNA0	•	t GUARANTEED NINSURABILITY	Initial		51	Rider - C504LNA08R
	8R	al Certificate: Amendmer t, Insert Page, Endorsement or Rider	RIDER				(GIR).pdf
	Form	•	t OPTIONAL PAID-UF	P Initial		56	Rider -
	8R	al Certificate: Amendmer t, Insert Page, Endorsement or Rider	1				C507LNA08R (LGR).pdf
	Form	•	t DEPENDENT	Initial		53	Rider -
	C521LNA0 8R	ract/Frateri al	nCHILDREN'S LEVEL TERM INSURANCE	-			C521LNA08R (DCR).pdf

Certificate: RIDER

SERFF Tracking Number: MUTM-125780073 State: Arkansas

Filing Company: United of Omaha Life Insurance Company State Tracking Number: 40053

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

Amendmen t, Insert Page,

Endorseme nt or Rider

# UNITED OF OMAHA LIFE INSURANCE COMPANY

# ACCELERATED DEATH BENEFIT FOR TERMINAL AND CHRONIC ILLNESS RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions that are not inconsistent with the provisions of this rider.

When a Chronic Illness Benefit or the Terminal Illness Benefit is paid under the terms of this rider, the policy to which this rider is attached will remain in force with a reduced Accumulation Value and a reduced Death Benefit. A Chronic Illness Benefit or the Terminal Illness Benefit may be taxable. Receipt of this benefit may adversely affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax advisor or the Social Security Administration before requesting this benefit.

#### **EFFECTIVE DATE**

The effective date of this rider is the Issue Date.

#### **DEFINITIONS**

Capitalized terms used in this rider are used with the meanings assigned to them in the policy or this section of the rider.

Activities of Daily Living means six basic activities required for the Insured to remain independent. They are:

- (a) **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table), or by a feeding tube, or intravenously.
- (b) Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- (c) **Transferring:** Moving into and out of a bed, chair or wheelchair.
- (d) **Bathing:** Washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
- (e) **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- (f) **Continence:** The ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene. This includes caring for a catheter or colostomy bag.

**Benefit Ratio** means, as of any date of calculation, the ratio of (a) a Requested Acceleration to (b) the Death Benefit as of the calculation date.

Chronic Illness Benefit means the amount determined as the Chronic Illness Benefit in the Chronic Illness Benefit section of this rider.

**Chronically III** means that a Physician has certified that the Insured:

- (a) is unable to perform (without Substantial Assistance from another person) at least two Activities of Daily Living; and
- (b) has been confined to a Nursing Home for 90 consecutive days or more.

#### Family Member means:

- (a) the Insured's spouse; and
- (b) anyone who is related to the Insured or the Insured's spouse as a parent, grandparent, child or grandchild, brother or sister, aunt or uncle, first cousin, nephew or niece (including adopted, in-law and step-relatives).

**Nurse** means someone who is licensed as a Registered Graduate Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.) and is operating within the scope of that license. Nurse does not include you, a Family Member, or anyone who normally resides in your home.

Nursing Home means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified, or complies with the state's facility licensing requirements, to engage primarily in providing nursing care to

inpatients under a planned program supervised by a Physician. A Nursing Home provides 24-hour-a-day nursing care by a Nurse under the supervision of a Registered Nurse (R.N.) or a Physician, maintains a daily record of each inpatient, and provides nursing care at skilled, intermediate, and/or custodial levels.

**Physician** means a doctor of medicine or osteopathy as defined in Section 1861(r)(1) of the Social Security Act, other than you, the Insured, or a Family Member, duly licensed and legally qualified to diagnose and treat sickness and injury. He or she must be providing services within the scope of his or her license.

**Requested Acceleration** means the amount of the Death Benefit that you request be paid prior to the Insured's death under the Requesting an Acceleration section of this rider.

#### **Substantial Assistance** means:

- (a) the physical assistance of another person without which the Insured would be unable to perform the Activity of Daily Living; and
- (b) the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the Activity of Daily Living (such as being ready to catch the Insured if he or she falls while getting into or out of the bath tub or shower as part of bathing, or being ready to remove food from the Insured's throat if he or she chokes while eating).

**Terminal Illness** means a medical condition that, with a reasonable degree of medical certainty, will result in the Insured's death within 12 months or less from the date a Physician signs the statement of proof of terminal illness.

Terminal Illness Benefit means the amount determined as the Terminal Illness Benefit in the Terminal Illness Benefit section of this rider.

#### REQUESTING AN ACCELERATION

Upon Written Request while this rider is in force, you may request that a portion of the Death Benefit be paid prior to the Insured's death if you are Chronically Ill or have a Terminal Illness. Each Requested Acceleration may not exceed the lesser of (a) \$250,000, or (b) the Specified Amount as of the date of exercise, minus the minimum Specified Amount as stated in the Change in Specified Amount section of the policy. If your policy does not provide for a Change in Specified Amount, the Requested Acceleration may not exceed the lesser of (a) \$250,000, or (b) the Specified Amount as of the date of exercise, minus \$5,000. The aggregate amount of Requested Accelerations you may request under this rider may not exceed \$250,000.

If the Insured dies following your election to receive a Chronic Illness Benefit or the Terminal Illness Benefit, but prior to receipt of such benefit, we will cancel your election and pay the Death Benefit in accordance with the terms of the policy.

#### **CHRONIC ILLNESS BENEFIT**

While this rider is in force, we will pay a Chronic Illness Benefit to you after we receive satisfactory proof that the Insured is Chronically Ill. Proof that the Insured is Chronically Ill will include a completed claim form and a written statement from a Physician. We reserve the right to review the Insured's medical records and to obtain a second medical opinion of the Insured's medical condition at our expense. You may request a Chronic Illness Benefit no more than once each Policy Year.

A Chronic Illness Benefit is an amount equal to a Requested Acceleration less an actuarially discounted amount determined by us. The actuarially discounted amount will be calculated by us using the future Death Benefit and Planned Premium and other factors that include, but are not limited to, our assessment of the expected future mortality of the Insured and an interest rate that will not exceed the greater of:

- (a) the current yield of the 90-day U.S. treasury bills as of the date you exercise this benefit; or
- (b) the current maximum statutory adjustable policy loan interest rate which is based on the Moody's Corporate Bond Yield Averages-Monthly Average Corporates-published by Moody's Investors Services, or any successor thereto for the calendar month ending two months before the date you exercise this benefit.

We will retain the actuarially discounted amount as compensation for paying a portion of the Death Benefit on a date prior to the Insured's death. In no event will a Chronic Illness Benefit be less than the Surrender Value on such calculation date multiplied by the Benefit Ratio.

The Chronic Illness Benefit will be reduced by:

- (a) a charge equal to \$100; and
- (b) the Benefit Ratio of any Loan.

#### TERMINAL ILLNESS BENEFIT

While this rider is in force, we will pay the Terminal Illness Benefit to you after we receive satisfactory proof that the Insured has a Terminal Illness. Proof of Terminal Illness will include a completed claim form and a written statement from a Physician. We reserve the right to review the Insured's medical records and to obtain a second medical opinion of the Insured's medical condition at our expense. You may elect to receive the Terminal Illness Benefit only one time. Upon payment of the Terminal Illness Benefit, you may no longer elect to receive a Chronic Illness Benefit, even if the Insured is or later becomes Chronically Ill.

The Terminal Illness Benefit will be an amount equal to the Requested Acceleration, less 6% of the Requested Acceleration. We will retain the 6% as compensation to us for paying a portion of the Death Benefit on a date prior to the Insured's death. In no event will the Terminal Illness Benefit be less than the Surrender Value on such calculation date multiplied by the Benefit Ratio.

The Terminal Illness Benefit will be reduced by:

- (a) a charge equal to \$100; and
- (b) the Benefit Ratio of any Loan.

#### EFFECT OF BENEFIT PAYMENTS

Upon payment of a Chronic Illness Benefit or the Terminal Illness Benefit the following will occur:

- (a) if your policy includes a Return of Premium Benefit provision, the premium used to calculate the Return of Premium Benefit will be reduced by the benefit paid;
- (b) the Specified Amount, Accumulation Value and any Loan will be reduced by the Benefit Ratio; and
- (c) the Monthly Deduction and Cost of Insurance Charge will be based on the reduced Specified Amount.

#### SIGNATURE OF IRREVOCABLE BENEFICIARY

We will require the signature of the Beneficiary, if the Beneficiary designation then in effect is irrevocable, or any assignee before we pay a benefit under this rider.

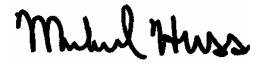
#### **TERMINATION**

This rider will terminate on the earliest of the following:

- (a) the date the aggregate amount of Request Accelerations equal \$250,000; or
- (b) the Maturity Date or the date the policy Lapses or is cancelled or surrendered; or
- (c) the date the Insured dies.

The provisions contained in the Effect of Benefit Payments section of this rider will survive termination of this rider.

**United of Omaha Life Insurance Company** 



**Corporate Secretary** 

# UNITED OF OMAHA LIFE INSURANCE COMPANY GUARANTEED INSURABILITY RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions that are not inconsistent with the provisions of this rider.

#### **EFFECTIVE DATE**

This effective date of this rider is the Issue Date.

#### **DEFINITIONS**

Capitalized terms used in this rider are used with the meanings assigned to them in the policy or this section of the rider.

**Guaranteed Election Amount** means the amount you may increase the Specified Amount each time you elect the option to increase the Specified Amount under this rider. The amount you elected as the "Guaranteed Election Amount" is shown in the Schedule of Benefits section of the Data Pages.

#### **BENEFIT**

Upon Written Request while this rider is in force, you may increase the Specified Amount by the Guaranteed Election Amount without submitting an application or evidence of insurability to us.

#### **Certain Life Events**

You may exercise this option for a period of 90 days following each or any of the following occurrences:

- (a) marriage of the Insured;
- (b) the birth of the Insured's child; and
- (c) the adoption by the Insured of a child.

#### **Periodic Election**

You may exercise this option for a period of 90 days following the third policy anniversary and every third policy anniversary thereafter. If you have not, for a period of five consecutive years, elected to increase the Specified Amount under any provision of the policy or this rider, this option ceases.

#### CONDITIONS TO EXERCISE OF THIS RIDER

You may increase the Specified Amount by the Guaranteed Election Amount each time you elect this option. You may exercise this option no more than once each Policy Year. If in any Policy Year you have increased the Specified Amount under the Change in Specified Amount section of the policy, you may not also elect to increase the Specified Amount under this rider. You may not exercise this option if the Specified Amount is, or will be upon exercise of the option, an amount equal to or greater than the lesser of:

- (a) \$1,000,000; or
- (b) two times the Specified Amount on the Issue Date.

A change in the Specified Amount will go into effect on the first Monthly Deduction Date following the date we receive your Written Request. We will send you an amendment to the policy showing the Specified Amount after the change.

A change in the Specified Amount may result in the loss of No-Lapse Protection. For more information, see the Effects of a Change Event section of the policy.

If the Insured dies following your exercise of this option, but prior to the effective date of a change in Specified Amount, the change in Specified Amount will not go into effect.

#### MONTHLY RIDER COST

The Monthly Rider Cost is equal to the amount specified in the "Table of Monthly Charges for each \$1,000 of Guaranteed Election Amount" shown in this rider.

## **TERMINATION**

This rider will terminate on the earliest of the following:

- (a) the date the Insured reaches Attained Age 50;
- (b) the date you are no longer able to exercise this option without exceeding the limitations on the Specified Amount contained in this rider;
- (c) the expiration date of this rider shown on the Data Pages;
- (d) the Monthly Deduction Date next following the date we receive your Written Request to terminate this rider;
- (e) the Maturity Date or the date the policy Lapses or is cancelled or surrendered; or
- (f) the date the Insured dies.

**United of Omaha Life Insurance Company** 

Muhul Huss

**Corporate Secretary** 

## UNITED OF OMAHA LIFE INSURANCE COMPANY

## OPTIONAL PAID-UP LIFE INSURANCE RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions which are not inconsistent with the provisions of this rider.

#### **EFFECTIVE DATE**

The effective date of this rider is the Issue Date.

#### **DEFINITIONS**

Capitalized terms used in this rider are used with the meanings assigned to them in the policy or this section of the rider.

Rider Charge means an amount equal to 3% of the Accumulation Value.

#### **BENEFIT**

Upon Written Request on or after the 15<sup>th</sup> policy anniversary, you may elect to continue the policy in force as paid-up life insurance for the life of the Insured.

#### CONDITIONS TO EXERCISE THIS RIDER

In order to exercise this rider, all of the following conditions must be met on the date you exercise this rider:

- (a) The Insured is Attained Age 75 or older;
- (b) The policy has a Loan equal to 96% of the Accumulation Value. If your Loan exceeds that amount, the excess must be repaid;
- (c) The Loan is greater than the Specified Amount;
- (d) The amount of the Loan incurred during the 36 months prior to the date you exercise this rider is less than 30% of the Loan; and
- (e) No Additional Insured Term Riders are attached to the policy.

#### RIDER CHARGE

On the date you exercise this rider, we will deduct the Rider Charge from the Accumulation Value and retain that amount as compensation to us.

#### CHANGES TO POLICY PROVISIONS

On the date you exercise this rider, the following will apply:

- (a) The Accumulation Value will be reduced by the Rider Charge.
- (b) The Specified Amount will be an amount equal to (a) the reduced Accumulation Value, multiplied by (b) 105%.
- (c) The Death Benefit option will be Option 1-Level.
- (d) We will not accept Planned Premiums or any additional premium payments on the policy.
- (e) You will not be allowed to change the Specified Amount or Death Benefit option.

## AMOUNT OF PAID-UP LIFE INSURANCE

On the date of the Insured's death, the Death Benefit will be the greater of:

- (a) the Death Benefit for Option 1- Level; or
- (b) the Loan, multiplied by the Death Benefit Percentage.

Solely for purpose of calculating (a) and (b) above, for any Attained Age where the Death Benefit Percentage is less than 101%, the Death Benefit Percentage will be 101%.

The Death Benefit will be reduced by any Loan and any due and unpaid Monthly Deductions.

**United of Omaha Life Insurance Company** 

Mulul Huss

**Corporate Secretary** 

# UNITED OF OMAHA LIFE INSURANCE COMPANY

# DEPENDENT CHILDREN'S LEVEL TERM INSURANCE RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions that are not inconsistent with the provisions of this rider.

#### **EFFECTIVE DATE**

The effective date of this rider is the Issue Date.

#### **DEFINITIONS**

Capitalized terms used in this rider are used with the meanings assigned to them in the policy or this section of the rider.

**Beneficiary** means the Insured, or if the Insured has died, the spouse of the Insured. If neither the Insured nor spouse of the Insured is living, the Beneficiary is the estate of the Dependent Child.

**Dependent Child** means any child or stepchild of the Insured who is between the ages of 15 days and 23 years and is named in the application or born to or adopted by the Insured after the date of application.

**Level Term Insurance Benefit** means the amount shown as the "Level Term Insurance Benefit" in the Schedule of Benefits section of the Data Pages.

#### LEVEL TERM INSURANCE BENEFIT

We will pay a Level Term Insurance Benefit to the Beneficiary after we receive satisfactory proof at our Home Office that a Dependent Child died while this rider was in force.

#### MONTHLY RIDER COST

The Monthly Rider Cost for this rider is shown in the Schedule of Benefits section of the Data Page.

#### PAID-UP TERM INSURANCE BENEFIT

If the Insured dies while this rider is in force, the Level Term Insurance Benefit on each Dependent Child who survives the Insured will become paid-up level term insurance on such Dependent Child until his or her 23<sup>rd</sup> birthday.

The paid-up level term insurance on any Dependent Child may be surrendered for its cash value. If surrender occurs within 30 days after any anniversary date of the death of the Insured, the cash value will be the amount shown in the mortality table for that anniversary date. The cash value will be then present value of the remaining paid-up level term insurance based on the 2001 Commissioners Standard Ordinary Mortality Table, Age Last Birthday, Composite and an annual interest rate of 3%. A table of cash values will be furnished upon Written Request.

#### **CONVERSION PRIVILEGE**

Upon Written Request prior to any Dependent Child's 23<sup>rd</sup> birthday, this rider may be converted to a new permanent life policy on the life of such Dependent Child. This rider may be converted at any time while this rider is in effect.

No evidence of insurability will be needed for the conversion.

The face amount of the new policy may not be greater than five times the Level Term Insurance Benefit. We will issue the new policy on a form and at a premium for the Dependent Child's risk class at the date of conversion. The new policy will be based on the Dependent Child's Attained Age on the conversion date. The conversion date will be the date of issue of the new policy.

Conversion is subject to:

- (a) this rider being in force;
- (b) return of this rider to us;
- (c) receipt by us of an application for conversion; and
- (d) payment of the initial premium for the new policy.

#### MISSTATEMENT OF AGE

If the age of the Insured or any Dependent Child has been misstated, the Level Term Insurance Benefit and termination dates will be adjusted using the correct ages.

## **INCONTESTABILITY**

Except for nonpayment of premium, we will not contest the validity of this rider after it has been in force during the lifetime of the Insured for two years from the Contestability Date.

## **TERMINATION**

This rider will terminate upon the earliest of the following:

- (a) the date the Insured reaches Attained Age 65;
- (b) the youngest Dependent Child's 23<sup>rd</sup> birthday;
- (c) the expiration date of this rider shown on the Data Pages;
- (d) the Monthly Deduction Date next following the date we receive your Written Request to terminate this rider;
- (e) the Maturity Date or the date the policy Lapses or is cancelled or surrendered; or
- (f) the date the Insured dies.

**United of Omaha Life Insurance Company** 

Muhul Huss

**Corporate Secretary** 

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

## **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: GIL BURKET

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Individual Universal Life Insurance - C503LNA08R

Project Name/Number: Individual Universal Life Insurance/C503LNA08R

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 08/18/2008

Comments: Attachments:

AR Certif of Compliance with Rule 19.pdf

AR Read Cert.pdf

**Review Status:** 

Satisfied -Name: Application 08/18/2008

**Comments:** 

These forms are being filed to be used in conjunction with application form C497LNA08A which was approved by your department on July 10, 2008.

**Review Status:** 

Satisfied -Name: Fee Schedule Certification 08/25/2008

Comments: Attachment:

AR Fee Schedule Cert .pdf

Review Status:

Satisfied -Name: Accelerated Death Benefit for 08/28/2008

Terminal and Chronic Illness Rider

Disclosure

Comments:

Attachment:

ABR DISCLOSURE L7825.pdf

# Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: United of Omaha Life Insurance Company

Form Number(s): C503LNA08R, C504LNA08R, C507LNA08R and C521LNA08R

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

Dimel Henniely
Signature of Company Officer
· ·
Daniel J. Kennelly
Name
Vice President and Chief Compliance Officer
Title
August 25, 2008
Date

#### **CERTIFICATION**

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
C503LNA08R	Accelerated Death Benefit for Terminal and Chronic Illness Rider	49.7
C504LNA08R	Guaranteed Insurability Rider	
C507LNA08R	Optional Paid-Up Life Insurance Rider	
C521LNA08R	Dependent Children's Level Term Insurance Rider	53.2

United of Omaha Life Insurance Company

Date: August 25, 2008

Daniel J. Kennelly

Vice President & Chief Compliance Officer

ARKANSAS INSURANCE DEPARTMENT 400 University Tower Building 1123 South University Ave. Little Rock, Arkansas 72204

Lee Douglass Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: United of Omaha Life Insurance Company

Company NAIC Code: 261-69868

Company Contact Person & Phone: Gil Burket 402-351-3707

INSURANCE DEPART	ΓMENT USE ONLY:		
ANALYST:	AMOUNT:	ROUTE SLIP:	

# ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LIFE OF BUSINESS, UNLESS OTHERWISE INDICATED.

#### FEE SCHEDULE FOR ADMITTED INSURERS

#### **RATE/FORM FILINGS**

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.	* X \$50 = \$
, ,,	**Retaliatory \$
Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.	* X \$50 =
3/1	**Retaliatory \$
Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of	*4 X \$20 =80
each certificate, rider, endorsement or application if each is filed separately from the basic form.	**Retaliatory \$
Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.	* X \$25 = <u>\$</u>
, <del>-</del>	**Retaliatory \$
AMEND CERTIFICATE OF AUTHORITY	
Review and processing of information to amend an Insurer's Certificate of Authority	* X \$400 =
Filing to amend Certificate of Authority.	*** X \$100 =

\*\*THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

\*\*\*THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. SEC. 23-61-401.

<sup>\*</sup>THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

#### Accelerated Death Benefit For Terminal and Chronic Illness Rider Disclosure

United of Omaha Life Insurance Company

When a Chronic Illness Benefit or the Terminal Illness Benefit is paid under the terms of the rider, the policy to which the rider is attached will remain in force with a reduced Accumulation Value and a reduced Death Benefit. A Chronic Illness Benefit or the Terminal Illness Benefit may be taxable. Receipt of this benefit may adversely affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax advisor or the Social Security Administration before requesting this benefit.

The rider is part of the policy to which it is attached. It is subject to all of the policy provisions that are not inconsistent with the provisions of the rider. The effective date of the rider is the Issue Date.

Capitalized terms used in this Disclosure are used with the meanings assigned to them in the policy or the rider.

#### **Accelerated Death Benefit**

While the rider is in force, you may request that a portion of the Death Benefit be paid prior the Insured's death if you are Chronically III or have a Terminal Illness.

**Terminal Illness** means a medical condition that, with a reasonable degree of medical certainty, will result in the Insured's death within 12 months or less from the date a Physician signs the statement of proof of Terminal Illness.

**Chronically III** means that a Physician has certified that the Insured is unable to perform (without substantial assistance from another person) at least two Activities of Daily Living and has been confined to a Nursing Home for 90 consecutive days or more.

The aggregate amount of Requested Accelerations you may request under this rider may not exceed \$250,000. In addition, each Requested Acceleration may not exceed the lesser of (a) \$250,000, or (b) the Specified Amount as of the date of exercise, minus the minimum Specified Amount as stated in the Change in Specified Amount section of the policy. If your policy does not provide for a Change in Specified Amount, the Requested Acceleration may not exceed the lesser of (a) \$250,000, or (b) the Specified Amount as of the date of exercise, minus \$5,000.

You may make a one-time election to receive the Terminal Illness Benefit if the Insured is diagnosed as having a Terminal Illness. Upon payment of the Terminal Illness Benefit, you may no longer elect to receive a Chronic Illness Benefit, even if the Insured is or later becomes Chronically Ill. The Terminal Illness Benefit will equal 94% of the Requested Acceleration. The Terminal Illness Benefit will be further reduced by a \$100 charge and the Benefit Ratio of any Loan you took under the policy.

If the Insured is Chronically Ill, you may elect multiple times to receive a Chronic Illness Benefit, but no more than once each Policy Year. The Chronic Illness Benefit will equal your Requested Acceleration less an actuarially discounted amount determined by us. The actuarially discounted amount will be calculated by us using the future Death Benefit and Planned Premium and other factors that include, but are not limited to, our assessment of the expected future mortality of the Insured and an interest rate that will not exceed the greater of:

- (a) the current yield of the 90-day U.S. treasury bills as of the date you exercise this benefit; or
- (b) the current maximum statutory adjustable policy loan interest rate which is based on the Moody's Corporate Bond Yield Averages-Monthly Average Corporates-published by Moody's Investors Services, or any successor thereto for the calendar month ending two months before the date you exercise this benefit.

The Chronic Illness Benefit will be further reduced by a \$100 charge and the Benefit Ratio of any Loan you took under the policy.

There is no premium or cost of insurance charge for the Accelerated Death Benefit for Terminal and Chronic Illness Rider.

## **Effect of the Benefit Payment**

Upon payment of a Chronic Illness Benefit or the Terminal Illness Benefit, the following will occur:

- (a) if your policy includes a Return of Premium Benefit provision, the premium used to calculate the Return of Premium Benefit will be reduced by the benefit paid;
- (b) the Specified Amount, Accumulation Value and any Loan will be reduced by the Benefit Ratio; and
- (c) the Monthly Deduction and Cost of Insurance Charge will be based on the reduced Specified Amount.

Termination	
This rider will terminate on the earliest of the following  (a) the date the aggregate amount of Requested Ac  (b) the Maturity Date or the date the policy Lapses  (c) the date the Insured dies.	ccelerations equal \$250,000; or
I acknowledge receipt of this Disclosure Form.	
Applicant Signature	Date
Applicant Signature	Date
I have provided this Disclosure Form to the Applicant.	
Producer Signature	Date